

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING RENTAL AGREEMENT
BETWEEN LEWIS COUNTY AND KEEPERS
MAILBOXES & MORE

)
)
) RESOLUTION NO. 98-497

WHEREAS, a Rental Agreement has been prepared between Lewis County and Keepers Mailboxes & More (Attached as Exhibit A); and,

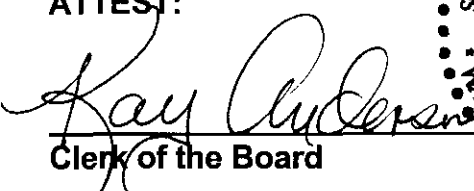
WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the Rental Agreement; and,

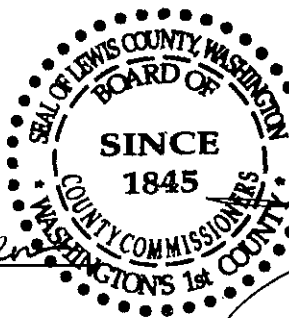
WHEREAS, it appears to be in the best public interest to authorize this Rental Agreement with Keepers Mailboxes & More; NOW THEREFORE

BE IT RESOLVED that this Rental Agreement between Lewis County and Keepers Mailboxes & More is hereby approved and the Chairman of the Board of County Commissioners is authorized to sign the Agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 28th day of September,
1998.

ATTEST:


Clerk of the Board



BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Chairman


Member


Member

EXHIBIT A

RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of September, 1998, by and between KEEPERS STORAGE, herein after referred to as "Grantor" and LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "Grantee",

WITNESSETH:

For and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, the Grantor does hereby lease to the Grantee, and the Grantee does hereby lease from the Grantor, gated and locked storage space located at 2401 Harrison Avenue, Centralia, Washington.

Subject to the following terms and conditions:

1. Grantee shall use the rented premises for the purposes of storage. Grantee expressly covenants not to store any items which Grantee has in his possession illegally or which are items unlawful to be possessed by Grantee, nor shall Grantee store any flammable, explosive, dangerous or hazardous materials or illegal drugs on the premises. Grantee shall not maintain any business, operate any machinery, or use the premises, which are the subject of this rental agreement, for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the sole and exclusive use of passive storage of property owned or lawfully in the possession of Grantee.

2. The term of this rental agreement shall be for one month, commencing October 5, 1998. If at the expiration of said term Grantee continues to rent and occupy the premises, Grantee's occupancy shall be as a tenant for month-to-month at the current monthly rent and the Grantee hereby acknowledges that all the covenants and conditions contained herein shall continue in full force and effect so long as Grantee retains possession of the premises. Either party may terminate the month-to-month tenancy by giving written notice to the other party at least 20 days prior to the end of said month.

3. Grantee shall pay to the Grantor for the rental of said premises a monthly rent in the sum of Five Hundred Dollars (\$500.00) for 35 autos or \$20 per auto whichever is less.

4. The Grantee has had the opportunity to inspect the premises to be rented, and accepts the premises in its present condition. The Grantee agrees to at all times keep the premises clean and return to Grantor in the same condition as when received by Grantee, reasonable wear and tear excepted.

5. Grantee shall not make or suffer any alterations to the premises without the written consent of Grantor.

6. As of the date of this agreement, Grantee is entitled to possession of the storage area. Grantor will not maintain supervision or control over the storage area rented herein, which supervision shall be under the exclusive responsibility of the Grantee. It is hereby understood that the Grantee will be provided a locked storage area with limited access.

7. Time is of the essence of this rental agreement and in the event the Grantee defaults in the payment of rent or in the performance of any covenant herein contained, the Grantor shall have the right to terminate and cancel this lease agreement:

If any part of the rent or other charges due from Grantee remains unpaid for fourteen consecutive days, Grantor may terminate the right of the Grantee to the use of the rental space by sending a preliminary lien notice to the Grantee's last known address, and to the alternative address specified, by first class mail, postage prepaid, containing all of the following:

- (1) An itemized statement of the Grantor's claim showing the sums due at the time of the notice and the date when the sums become due.
- (2) A statement that the Grantee's right to use the storage space shall terminate on a specified date fourteen (14) days after the mailing of the notice unless all sums due and to become due by that date are paid by the Grantee prior to the specified date.